

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

OAKWORTH CAPITAL BANK,)	
)	
Plaintiff,)	
)	
v.)	No. 3:23-cv-01144
)	
6101 SLIGO, LLC and)	
TIMOTHY J. MORRIS,)	
)	
Defendants.)	

**PLAINTIFF OAKWORTH CAPITAL BANK’S MOTION FOR JUDGMENT ON THE
PLEADINGS AGAINST 6101 SLIGO, LLC AND TIMOTHY J. MORRIS**

Pursuant to Federal Rule of Civil Procedure 12(c), Plaintiff Oakworth Capital Bank (“Plaintiff”), by and through counsel, hereby moves the Court for the entry of judgment on the pleadings against Defendants 6101 Sligo, LLC (“Sligo”) and Timothy J. Morris (“Mr. Morris”) (collectively, with Sligo, “Defendants”). As grounds for this Motion, Plaintiff states:

This is an action to recover undisputed amounts that are owed by the Defendants under a promissory note and personal guaranty. Plaintiff filed its Complaint against the Defendants on October 28, 2023, asserting three causes of action: (1) Breach of Note; (2) Breach of Guaranty; and (3) Unjust Enrichment. (*See* Complaint (“Compl.”), Doc. 1, at ¶¶ 19 – 34.) On December 6, 2023, Mr. Morris filed a “Letter as to Responses to Civil Action” (“Letter”) on behalf of both Defendants (*See* Defendants’ Letter, Doc. 20, p. 1.)

The Defendants’ Letter makes clear that they do not dispute the material allegations that Sligo and Mr. Morris breached the note and guaranty, respectively, and that Plaintiff is entitled to judgment as a matter of law on these claims. *See Coyer v. HSBC Mortgage Servs., Inc.*, 701 F.3d 1104, 1108 (6th Cir. 2012) (“A motion brought pursuant to Rule 12(c) is appropriately granted

when no material issue of fact exists and the party making the motion is entitled to judgment as a matter of law.”) (citation omitted). Accordingly, Plaintiff requests that the Court enter judgment against Defendants, jointly and severally, on Counts I and II of Plaintiff’s Complaint, in the principal amount of \$5,479,468.29, plus pre-judgment interest, attorneys’ fees and expenses, court costs, and post-judgment interest.

In support of this Motion, Plaintiff relies upon its accompanying memorandum of law and the Declaration of Greer Redden, attached hereto as **Exhibit 1**.

Respectfully submitted this, the 12th day of December, 2023.

/s/ Ross M. Johnson

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Attorneys for Oakworth Capital Bank

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served upon the following via United States Mail, postage prepaid, on December 12, 2023:

Timothy Morris
6001 Highway A1A PMB 8359
Vero Beach, FL 32963

Sligo Development Partners, LLC
R/A: DW Services of Tennessee, LLC
424 Church St., Suite 800
Nashville, TN 37219

Timothy Morris
660 Ocean Road
Vero Beach, FL 32963

/s/ Ross M. Johnson
Ross M. Johnson (BPR No. 36067)